

CLERK'S OFFICE  
APPROVED  
Date: 4-9-02

Submitted by: Chair of the Assembly  
at the Request of the Mayor  
Prepared by: Project Management &  
Engineering Department  
For Reading: March 19, 2002

ANCHORAGE, ALASKA  
AO NO. 2002- 57

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF INTEREST DESCRIBED  
AS THE NORTH TEN FEET (N 10') OF THE EAST THIRTY FEET (E 30') OF LOT 1,  
BLOCK 1, RASPBERRY SUBDIVISION TO CHUGACH ELECTRIC ASSOCIATION,  
INC., TAX #014-082-27

THE ANCHORAGE ASSEMBLY ORDAINS:

**Section 1.** The administration is authorized to convey an interest of the Municipality  
in the following described real property:


The North ten feet (N 10') of the East thirty feet (S 30') of Lot 1, Block 1,  
Raspberry Subdivision according to Plat 82-150 on file in the office of the  
District Recorder, Anchorage Recording District, Third Judicial District,  
State of Alaska. Said easement contains 223 square feet, more or less.

**Section 2.** Said portion of Lot 1, Block 1, Raspberry Subdivision shall be conveyed  
by quitclaim deed to Chugach Electric Association, Inc. The property interest to be  
conveyed shall be for telephone and electric utility purposes.

**Section 3.** The interests conveyed are found to be of no substantial monetary value  
to the Municipality.

**Section 4.** This ordinance is effective upon passage and approval.

PASSED AND APPROVED by the Anchorage Municipal Assembly this 9th day of  
April, 2002.

  
Chair

ATTEST:

  
Municipal Clerk

AM 243-2002

**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects - General Government**

AO Number: 2002-57 Title: Conveyance of Municipal Interests  
Sponsor: Project Management & Engineering  
Preparing Agency: Project Management & Engineering  
Others Impacted:

**CHANGES IN EXPENDITURES AND REVENUES:**

	FY02	FY03	FY04	FY05	FY06
Operating Expenditures					
1000 Personal Services					
2000 Supplies					
3000 Other Services					
4000 Debt Service					
5000 Capital Outlay					

**TOTAL DIRECT COSTS:**

ADD: 6000 Charge from Others  
LESS: 7000 Charge to Others

**FUNCTION COST:**

**REVENUES**

**CAPITAL:**

**POSITIONS:** FT/PT and Temp.

**PUBLIC SECTOR ECONOMIC EFFECTS:**

None. Approval of this rezoning should have no significant economic impact on the public sector.

**PRIVATE SECTOR ECONOMIC EFFECTS:**

None. Approval of this rezoning should have no significant economic impact on the private sector.

Prepared by: Christine Neal

Telephone: 343-8366

Validated by OMB: Cheryl Frasca

Date: 2/11/02

Approved by: SPC Pelt  
(Director, Preparing Agency)

Date: 2/1/02

Concurred by: None  
(Director, Impacted Agency)

Date

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_



MUNICIPALITY OF ANCHORAGE  
ASSEMBLY MEMORANDUM

No. AM 243-2002

Meeting Date: March 19, 2002

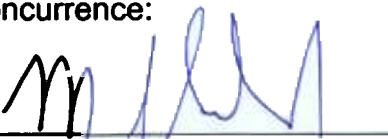
FROM: Mayor

SUBJECT: Assembly Ordinance No. AO 2002-57, Regarding Authorization of the Municipality to Convey the Interest of the Municipality in the North Ten Feet (N 10') of the East Thirty Feet (E 30') of Lot 1, Block 1, Raspberry Subdivision to Chugach Electric Association, Inc., Tax Code # 014-082-27

Chugach Electric Association, Inc. (CEA) was required to relocate its facilities so that improvements could be made during the East 68<sup>th</sup> Avenue Improvements project, Lake Otis Parkway to Abbott Loop Road. The Municipality purchased a utility easement to enable CEA to relocate a guy wire and anchor equipment. According to the Relocation Agreement between the Municipality and CEA, electrical easement interests were to be conveyed to CEA at completion of the project. Three exhibits are attached for your reference.

THE ADMINISTRATION RECOMMENDS APPROVAL OF AO NO. 2002-57 AUTHORIZING THE CONVEYANCE OF INTEREST DESCRIBED AS THE NORTH TEN FEET (N 10') OF THE EAST THIRTY FEET (E 30') OF LOT 1, BLOCK 1, RASPBERRY SUBDIVISION.

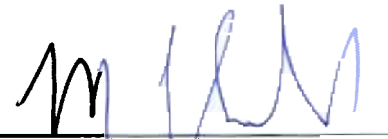
Concurrence:

  
Harry J. Kieling, Jr.  
Municipal Manager

Concurrence:

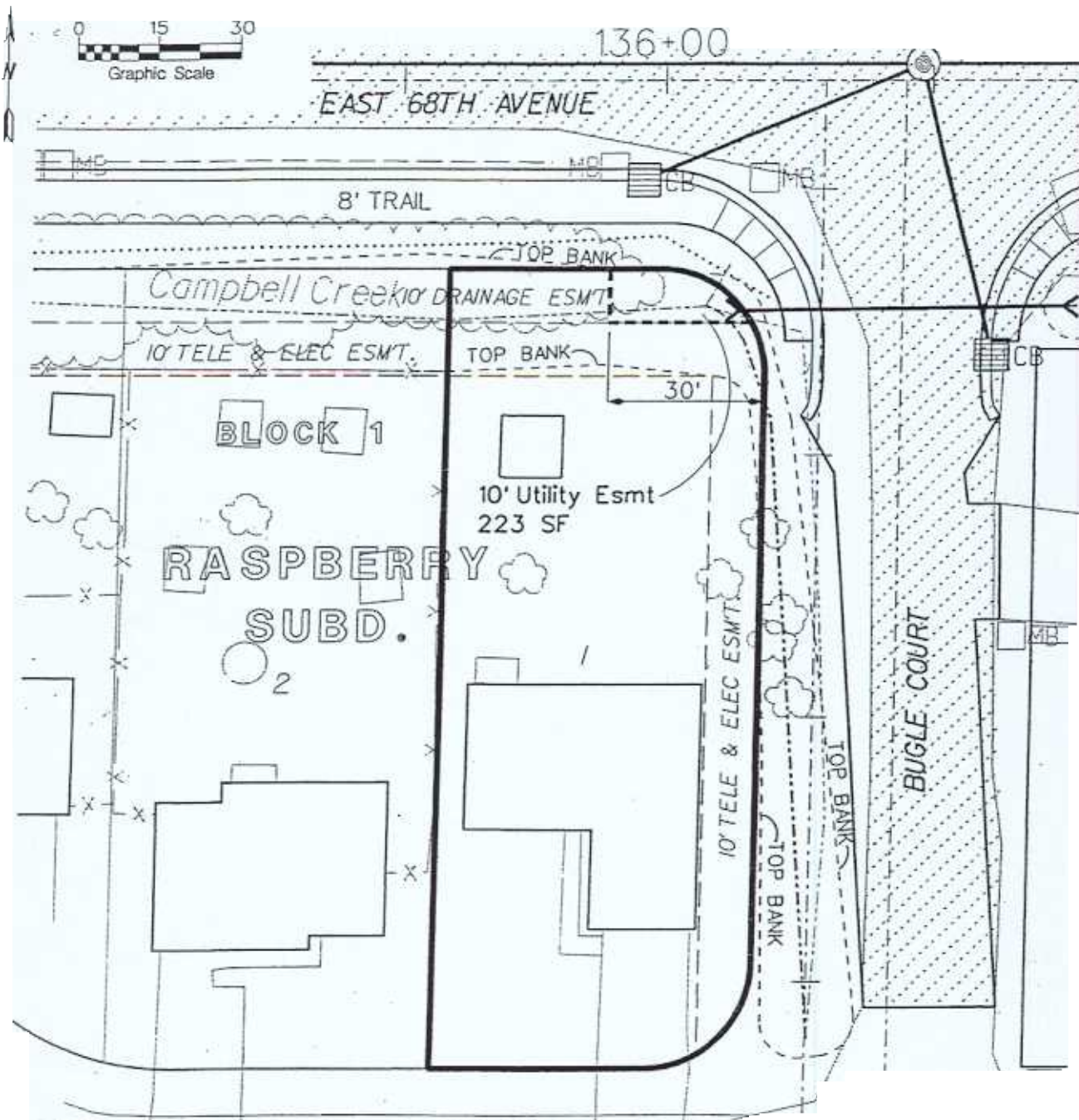
  
Craig E. Campbell, Executive Director  
Office of Planning, Development, & Public Works

Respectfully submitted,

  
George P. Wuerch  
Mayor

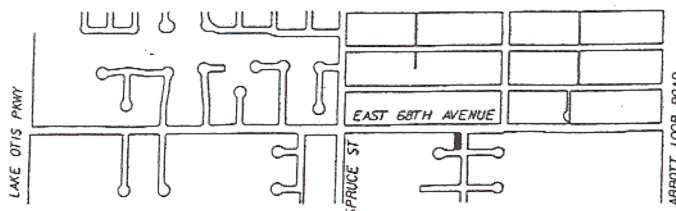
Recommended by:

  
Howard C. Holtan, Director  
Project Management and Engineering Department



CLouDBERRY CIRCLE

- Temporary Construction Permit (TCP)
- - - Slope Easement
- · · · Public Use Easement (PUE)
- - - Cut Limits
- · · · Fill Limits



MUNICIPALITY OF ANCHORAGE

DEPARTMENT OF PUBLIC WORKS



ENGINEERING DIVISION

East 68th Avenue Roadway Improvements  
MOA Project 93-14

PARCEL 68

Lot 1, Block 1, Raspberry Subdivision

Date  
May 29, 1998

Scale  
1" = 30'

Figure  
68

Project: 9306b  
Status: Preliminary

EXHIBIT A-1

Please return to:  
Municipality of Anchorage/DPW  
P.O. Box 186650  
Anchorage, AK 99519-8650  
Attn: Christine Neal

MOA/PW/PM&E/ROW  
East 68th Avenue Improvements Project,

Tax #014-082-27  
Parcel #68

UTILITY SYSTEM EASEMENT

The GRANTOR, DOUGLAS D. FRAZIER, whose mailing address is P.O. Box 231815, Anchorage, Alaska 99523-1815, for good and valuable consideration, conveys and warrants to ANCHORAGE, an Alaska municipal corporation whose address is P.O. Box 196650, Anchorage, Alaska, 99519-8650, GRANTEE, and to its successors and assigns, an easement in perpetuity pertaining to the following described real estate:

The North ten feet (N 10') of the East thirty feet (E 30') of Lot 1, Block 1, Raspberry Subdivision, according to the plat 82-150, on file in the office of the District Recorder, Anchorage Recording District, Third Judicial District, State of Alaska.

Said easement contains 223 square feet, more or less,

to construct, re-construct, maintain, repair, operate, improve, and update upon, over and under the above-described lands and/or in, or upon all streets, roads, highways or pathways abutting said lands, for public utility systems of all types and such other related structures, as the GRANTEE may now or shall from time to time deem necessary, together with the right:

1. Of ingress and egress to said lands as may be reasonably necessary for the purposes described above.
2. To cut, trim, remove and control the growth of trees, shrubs, and other vegetation on, above, or adjoining said lands which, in the sole, good faith judgment of GRANTEE might interfere with the property functioning and maintenance of said line or system;
3. To clear and keep the above-described lands free from fences, buildings, pavement, or other permanent structures, which, in the sole, good faith judgment of GRANTEE might interfere with the property functioning and maintenance of said line or system. GRANTOR, upon written request to GRANTEE shall be entitled to a written, revocable permit to locate specific improvements on these lands which do not so interfere with line or system.
4. To license, permit or otherwise agree to the exercise of these rights by any other authorized person or entity.

All improvements placed on the property are at the GRANTEE's expense and shall remain the property of GRANTEE, removable at its option. The failure of the GRANTEE, its successors and assigns to exercise any of its rights granted herein shall not be construed as a waiver or abandonment of the right.

GRANTOR:

Douglas D. Frazier  
Douglas D. Frazier

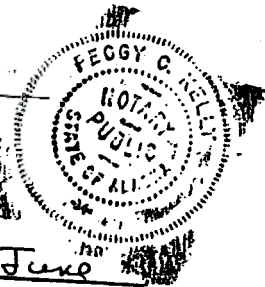
Date: 6/10/98

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

ss:

The foregoing instrument was acknowledged before me this 10 day of June 1998 by Douglas D. Frazier.



Peggy C. Kelly  
Notary Public for the State of Alaska  
My Commission Expires: 7-25-2001

035499  
ANCHORAGE  
RECORDING DISTRICT

15-  
00

1998 JUN 12 PH 3:00

REQUESTED BY  
M. C. F.

EXHIBIT A-2

4 Right-of-Way.

- A. Chugach shall review the existing Public Place and the proposed Work as described in Exhibits A and B before the 1st day of June, 1998, and advise Anchorage of any changes, deletions or additions to Chugach's facilities which are necessary and cost effective for the Work.
- B. Anchorage shall make all reasonable diligent efforts to acquire by negotiation or condemnation all easements and/or other interests in any real property which are necessary for this Project. These easements and/or other interests in real property necessary for the Project shall be identified on a right-of-way map delineating what property will be under a permit and what property will be under easements. This right-of-way map shall delineate the respective parcels Anchorage will obtain easements on behalf of Chugach. Additionally, this map shall also delineate those locations where Anchorage will grant permit rights to Chugach. Chugach shall provide this as part of Exhibit C which is attached. In the event such right-of-way cannot for any reason be acquired in sufficient time to reasonably allow the project to proceed, Chugach may terminate this Agreement upon written notice to Anchorage as provided in Paragraph 14 of this Agreement and Anchorage shall pay Chugach all costs incurred by Chugach through the date of receipt by Anchorage of Chugach's written notice terminating this Agreement, including but not limited to engineering design costs and special material outlay and any costs required to relocate Chugach's facilities to another location if right-of-way cannot be obtained. In no event shall Chugach be required to keep its facilities in a location or configuration which does or could reduce the reliability of Chugach's system.
- C. Chugach will take title to all easements secured by Anchorage on behalf of Chugach to relocate Chugach's facilities if the new location is not in a road right-of-way. If the new location of Chugach's facilities is in a road right-of-way, Anchorage shall permit Chugach to obtain access to Chugach's facilities for repair, maintenance and improvement for which no permit fees will be assessed. Anchorage agrees that the cost of any relocation of the facilities which would not have occurred but for the location of the facilities in the road right-of-way will be borne by Anchorage except where such relocation is done solely for the benefit of Chugach.
- D. Chugach acknowledges that Anchorage's power to convey its interest in an easement secured by Anchorage lies with the Anchorage Assembly and Anchorage, by its signature on this agreement, acknowledges that it shall

Date: May 28, 1998

use its best efforts to secure Assembly approval to convey to Chugach any easements Anchorage may obtain for Chugach's facilities outside of the road right-of-way for the Project. Anchorage shall convey to Chugach any easements required pursuant to Paragraph C above within six months of substantial completion of the Project by Anchorage. The preceding time limit shall not apply to an easement which has not been acquired due to a pending condemnation action; the transfer of any such easement shall, however, be completed within one month of the issuance of the final order in the condemnation action.

- E. Prior to the issuance of a Notice to Proceed to Chugach, Anchorage shall provide Chugach with written documentation (Documentation) satisfactory to Chugach evidencing Chugach's legal right to perform the Work on all real property of the Project. The following shall constitute satisfactory Documentation for the purposes of this paragraph: a conformed copy of all easements obtained by Anchorage for Chugach facilities, a conformed copy of all easements obtained by Anchorage for Public Use which are also to be permitted for use by Chugach, a copy of the Right of Entry granted to Anchorage and its agents for use as a public right-of-way, including the right to construct and maintain public utilities, and a Right of Entry coupled with a hold harmless agreement whereby Anchorage agrees to indemnify, defend and hold Chugach harmless from any trespass claims arising from Chugach's operation under the Right of Entry.
- F. Anchorage shall record the right-of-way plat for the Project no later than six months after substantial completion of the Project by Anchorage.
- G Chugach will not be required to alter its system in a way which causes it to be less reliable, causes Chugach to have to operate its system in a way which is not consistent with prudent utility practices, or unreasonably interferes with the operation of Chugach's existing system, because Anchorage has been unable to obtain the necessary right-of-way.

5. Time for Performance

- A Time is of the essence under this Agreement. Therefore, the Work to be performed under this Agreement shall be completed in its entirety within the time period specified.

Municipality of Anchorage  
MUNICIPAL CLERK'S OFFICE  
**Agenda Document Control Sheet**

*Ag 2002-517*

<b>1</b>	<b>SUBJECT OF AGENDA DOCUMENT</b> <b>An Ordinance Authorizing Conveyance of the Interest of the Municipality in the North Ten Feet (N 10') of the East Thirty Feet (E 30') of Lot 1, Block 1, Raspberry Subdivision to Chugach Electric Association</b> <b>Tax #014-082-27</b>	<b>DATE PREPARED</b> <b>January 25, 2002</b>
		Indicate Documents Attached <input checked="" type="checkbox"/> AO <input type="checkbox"/> AR <input checked="" type="checkbox"/> AM <input type="checkbox"/> AIM
<b>2</b>	<b>DEPARTMENT NAME</b> Project Management & Engineering	<b>DIRECTOR'S NAME</b> Howard C. Holtan
<b>3</b>	<b>THE PERSON THE DOCUMENT WAS ACTUALLY PREPARED BY</b> Christine Neal, Realty Officer	<b>HIS/HER PHONE NUMBER</b> 343-8366
<b>4</b>	<b>COORDINATED AND REVIEWED BY</b>	<b>INITIALS</b>
<input checked="" type="checkbox"/>	<b>Mayor</b>	
	Heritage Land Bank	
	Merrill Field Airport	
	Municipal Light & Power	
	Port of Anchorage	
	Solid Waste Services	
	Water & Wastewater Utility	
<input checked="" type="checkbox"/>	<b>Municipal Manager</b>	<i>M</i>
	Cultural & Recreational Services	
	Employee Relations	
	Finance, Chief Fiscal Officer	
	Fire	
	Health & Human Services	
<input checked="" type="checkbox"/>	Office of Management & Budget	<i>CF</i>
	Management Information Services	
	Police	
<input checked="" type="checkbox"/>	Planning, Development, & Public Works	<i>CF</i>
	Development Services	
	Facility Management	
	Planning	
<input checked="" type="checkbox"/>	Project Management & Engineering	<i>Holtan</i>
	Street Maintenance	
	Traffic	
	Public Transportation Department	
	Purchasing	
<input checked="" type="checkbox"/>	<b>Municipal Attorney</b> <i>1062</i>	<i>DL</i>
	<b>Municipal Clerk</b>	
	Other	
<b>5</b>	<b>SPECIAL INSTRUCTIONS/COMMENTS</b> <i>9, F. Introduction</i>	
<b>6</b>	<b>ASSEMBLY HEARING DATE REQUESTED</b> <i>3/19/02</i>	<b>7</b> <b>PUBLIC HEARING DATE REQUESTED</b> <i>4/9/02</i>

2002 MAR -7 PM 3:40  
 CLERKS OFFICE  
 M.D.A.